

Marc V. Kalagian
Attorney at Law: 4460
Law Offices of Lawrence D. Rohlfing, Inc., CPC
12631 East Imperial Highway Suite C-115
Santa Fe Springs, CA 90670
Tel.: (562) 868-5886
Fax: (562) 868-8868
E-mail: marc.kalagian@rksslaw.com

Leonard Stone
Attorney at Law: 5791
Shook & Stone
710 South 4th Street
Las Vegas, NV 89101
Tel.: (702) 385-2220
Fax: (702) 384-0394
E-mail: Lstone@shookandstone.com

Attorneys for Plaintiff
Tod Armstrong

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TOD ARMSTRONG,)	Case No.: 2:24-cv-00049-DJA
)	
Plaintiff,)	AMENDED STIPULATION AND
)	PROPOSED ORDER FOR THE
vs.)	AWARD AND PAYMENT OF
)	ATTORNEY FEES AND EXPENSES
LELAND DUDEK,)	PURSUANT TO THE EQUAL
Acting Commissioner of Social)	ACCESS TO JUSTICE ACT, 28 U.S.C.
Security,)	§ 2412(d) AND COSTS PURSUANT
)	TO 28 U.S.C. § 1920
Defendant.)	

TO THE HONORABLE DANIEL J. ALBREGTS, MAGISTRATE JUDGE
OF THE DISTRICT COURT:

IT IS HEREBY STIPULATED, by and between the parties through their
undersigned counsel, subject to the approval of the Court, that Tod Armstrong
("Armstrong") be awarded attorney fees in the amount of eight thousand dollars

1 dollars (\$8,000.00) and expenses in the amount of zero dollars (\$0.00) under the
2 Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and costs in the amount
3 of zero dollars (\$0.00) under 28 U.S.C. § 1920. This amount represents
4 compensation for all legal services rendered on behalf of Plaintiff by counsel in
5 connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

6 After the Court issues an order for EAJA fees to Armstrong, the
7 government will consider the matter of Armstrong's assignment of EAJA fees to
8 Marc Kalagian. The retainer agreement containing the assignment is attached as
9 exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to
10 honor the assignment will depend on whether the fees are subject to any offset
11 allowed under the United States Department of the Treasury's Offset Program.
12 After the order for EAJA fees is entered, the government will determine whether
13 they are subject to any offset.

14 Fees shall be made payable to Armstrong, but if the Department of the
15 Treasury determines that Armstrong does not owe a federal debt, then the
16 government shall cause the payment of fees, expenses and costs to be made
17 directly to Law Offices of Lawrence D. Rohlfig, Inc., CPC, pursuant to the
18 assignment executed by Armstrong.¹ Any payments made shall be delivered to
19 Law Offices of Lawrence D. Rohlfig, Inc., CPC. Counsel agrees that any payment
20 of costs may be made either by electronic fund transfer (ETF) or by check.

21 This stipulation constitutes a compromise settlement of Armstrong's request
22 for EAJA attorney fees, and does not constitute an admission of liability on the part
23 of Defendant under the EAJA or otherwise. Payment of the agreed amount shall
24

25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 constitute a complete release from, and bar to, any and all claims that Armstrong
2 and/or Marc Kalagian including Law Offices of Lawrence D. Rohlring, Inc., CPC,
3 may have relating to EAJA attorney fees in connection with this action.

4 This award is without prejudice to the rights of Marc Kalagian and/or the
5 Law Offices of Lawrence D. Rohlring, Inc., CPC, to seek Social Security Act
6 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of
7 the EAJA.

8 DATE: April 15, 2025 Respectfully submitted,

9 LAW OFFICES OF LAWRENCE D. ROHLRING, INC., CPC

10 */s/ Marc V. Kalagian*²

11 BY: _____

12 Marc V. Kalagian
13 Attorney for plaintiff
14 TOD ARMSTRONG

15 DATED: April 15, 2025

16 SIGAL CHATTAH
17 Interim United States Attorney

18 */s/ David Priddy*

19 _____
20 DAVID PRIDDY

21 Special Assistant United States Attorney
22 Attorneys for Defendant
23 LELAND DUDEK, Acting Commissioner of
24 Social Security (Per e-mail authorization)

25 ² Counsel for the plaintiff attests that all other signatories listed, and on whose
26 behalf the filing is submitted, concur in the filing's content and have authorized the
filing.

ORDER

IT IS SO ORDERED that the parties' Amended Stipulation for the Award and Payment of Attorney Fees and Expenses Pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412(d) and Costs Pursuant to 28 U.S.C. § 1920 (ECF No. 29) is GRANTED.

DATED: 4/16/2025



THE HONORABLE DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE

DECLARATION OF MARC V. KALAGIAN

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Tod Armstrong in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Tod Armstrong containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter. The paralegal rate is \$179 per hour. The attorney rate is \$244.62 for 2023; \$251.84 for 2024; and \$251.84 for 2025.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this April 15, 2025, at Santa Fe Springs, California.

/s/ Marc V. Kalagian

Marc V. Kalagian

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of April 15, 2025, I served the foregoing document described as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT, 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mr. Tod Armstrong
6780 Via Prozenza Avenue
Las Vegas, NV 89131

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Marc V. Kalagian
TYPE OR PRINT NAME

/s/ Marc V. Kalagian
SIGNATURE

**CERTIFICATE OF SERVICE
FOR CASE NUMBER 2:24-CV-00049-DJA**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on April 15, 2025.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian
Attorneys for Plaintiff

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on October 9, 2019, by and between the Law Offices of Lawrence D. Rohlfling referred to as attorney and **Mr. Tod Armstrong**, S.S.N. [REDACTED] 3256, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfling to represent Claimant as Mr. Tod Armstrong's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.


7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

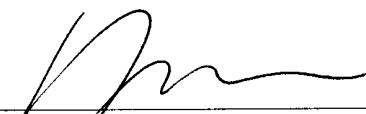
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.
It is so agreed.


Mr. Tod Armstrong


Law Offices of Lawrence D. Rohlfling
Young Cho

/s/ Marc V. Kalagian
Marc V. Kalagian

Tod Armstrong
CV 24-49 DJA

Social Security case

Responsible Attorney: Young Cho (YC)

Marc V. Kalagian (MVK)

Paralegal: Enedina Perez (EP)

<u>DATE:</u>	<u>TIME:</u>	<u>ATTY:</u>	<u>DESCRIPTION:</u>
5-Jan-24	0.5	EP	preparation of documents related to complaint
8-Jan-24	0.1	EP	receipt and review of notice of direct assignment
12-Jan-24	0.1	EP	receipt and review of notice of appearance
12-Jan-24	0.1	EP	receipt and review of order re IFP
10-Apr-24	0.1	EP	receipt of administrative record
	0.1	EP	receipt and review of reassignment of judge
9-Aug-24	0.2	EP	preparation of letter to client re filing status
18-Dec-24	0.3	EP	AC post judgment letter (appeals council to remand)
Subtotals	1.5		
17-Oct-23	1	MVK	review of file and ALJ denial for District Court case
4-Jan-24	0.5	MVK	preparation of complaint
27-Feb-24	0.1	MVK	receipt and review of unopposed motion for extension
29-Feb-24	0.1	MVK	receipt and review of order re extension
10-Apr-24	0.1	MVK	receipt and review of notice of appearance
27-May-24	8.4	YC	review of transcript and conduct of legal research regarding issues presented
28-May-24	7.6	YC	review of transcript and conduct of legal research regarding issues presented
29-May-24	4.4	YC	review of transcript and conduct of legal research regarding issues presented
29-May-24	4.2	YC	preparation of plaintiff's brief
30-May-24	8.3	YC	preparation of plaintiff's brief
31-May-24	0.5	MVK	review, revise and edit plaintiff's brief
5-Jun-24	0.1	MVK	receipt and review of notice of appearance
26-Jun-24	0.1	MVK	receipt and review of proposed motion for extension
28-Jun-24	0.1	MVK	receipt and review of order re extension
14-Aug-24	7.5	YC	receipt and review of defendant's brief; review of
14-Aug-24	4.7	YC	preparation of reply brief
14-Aug-24	0.4	MVK	review, review and edit reply brief
11-Feb-25	0.5	MVK	receipt and review of order of remand; judgment
11-Feb-25	0.7	YC	preparation of letter to regional counsel; itemization
11-Feb-25	0.4	MVK	preparation of letter to client re results

11-Feb-25	0.3	MVK	preparation of EAJA stipulation	
Subtotals	50			
TOTAL TIME				51.5